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CONTRACT TERMS AND CONDITIONS

Sec. I. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as herein after provided.

as nerein after provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the hot of Cod, the hubble enemy, the acts of public anthority quarantine, tioks strikes perils of normalities the ective default of the hipper or owner, the nature of the property of described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, carriors, boxes, barrels or other containers unless such contents are open for the carriers' inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

[6] Except in case of negligence of the earrier or party in possession, the earrier or party in possession of any of the property herein described shall not be lighble for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while to property is stopped and field or stored in transit upon request of the shipper, owner, or party cuttied to make such request, whether such request was made before after the carrier comes to to possession of the property.

or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier of convers of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fundation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by like carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or alberwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or fariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within 90 days after delivery of the property (or in case of export traffic, within nine months after delivery at part of export) or, in case of failure to make delivery, then within almost months after a reasonable lime, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereundershall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or thingge to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's

Sec. 1. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file tsuch free time to be computed as therein provided after notice of the arrived of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for dulivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, not be kept in webtile, werehouse or place of husiness of the carrier, subject to the tariff charge for storage and to carrier's responsibility as werehousenan, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there hold without liability on the part of the carrier, and address given for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consiguer can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where monomishable property which has been transported to destination hereunder is refused by consignee or the party entitle to receive it upon tender of delivery or said consignee or party entitled to receive it fails to receive it or claim it within 15 days after notice of arrival of the property at destination shell have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or neurest place where such newspaper is published provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was unried, sent, or given.

(a) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sales provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

---(d)-Where the procedure provided for in the two palagraphs last preceding is not possible; it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

to) the proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advartisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there he a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before unloading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier horounder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

See. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shippping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

the corrier against all loss or damage caused by such goods and carrier will not be liable for sale delivery of the shipment.

See, 7. The owner or consignre shall pay the advances tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be lable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of Indiag that the carrier shall not make delivery without requiring payment of such charges provided, that, where the carrier has heen instructed by the shipper or consignor to deliver said property to a consignor other than the shipper or consignor, such counsines shall not be legally liable for transportation charges in respect of the transportation of said property to a consignor billed against him at the time of delivery for which he is otherwise liable which may be found to be due after the proper property has been delivered to him, if the consignee tal is an agent only and has no bruiteful title in said property, and, (h) prior to delivery of said property has notified the delivering carrier in writing of the fact of such notified the delivering carrier in writing of the name and address of the bruneling of diverted to a point other than that that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the bruneling of the consignee has given to the corrier reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the corrier reconsum information as to who the beneficial owner is, such consignee shall blunsel be paid upon the article

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading hability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notification hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tonor.